

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 15, 2006

Division: Administrative Services DOH

Bulk Item: Yes X No

Department Contact: Thomas J. Willi
County Administrator

AGENDA ITEM WORDING:

Approval to rescind the *Addendum to Agreement* approved by the BOCC on June 15, 2005 between Monroe County and the State of Florida Department of Health for the operation of the Monroe County Health Department.

ITEM BACKGROUND:

Subsequent to approval of the above-referenced *Addendum to Agreement* by the BOCC, Monroe County was advised by the Department of Health the Addendum would not be approved by the Department of Health and they have not, to date, provided an Amendment they are willing to sign.

PREVIOUS RELEVANT BOCC ACTION:

Approval of the *Addendum to Agreement* on 6/15/2005.

Approval of the *Annual Core Contract* with the Department of Health on October 19, 2005, which the Department of Health returned to the Clerk executed but containing substituted pages, modifying the contract actually presented and approved by the BOCC on 10/19/2005.

STAFF RECOMMENDATIONS:

Approval to rescind *Addendum to Agreement* approved by BOCC on 6/15/2005.

TOTAL COST: N/A

BUDGETED: Yes No

COST TO COUNTY:

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No

AMOUNT PER MONTH **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


THOMAS J. WILLI, COUNTY ADMINISTRATOR

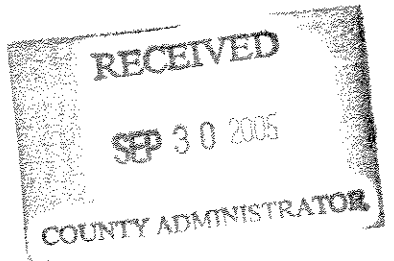
DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: **AGENDA ITEM #**

Clerk of The Circuit Court

Danny L. Kollhage

Phone: (305)295-3130
FAX: (305)295-3663



Memorandum

To: *Connie Cyr, Aide to the
County Administrator*

From: *Isabel C. DeSantis, Deputy Clerk* *isd*

Date: *Thursday, September 29, 2005*

At the Regular BOCC Meeting held on June 15, 2005, the Board approved the following:

Addendum to Agreement between Monroe County and the State of Florida Department of Health for the operation of the Monroe County Health Department.

Attached hereto are three (3) duplicate originals executed by Monroe County for your handling. Please be sure that the sets marked ***Monroe County Clerk's Office Original and Monroe County Finance Department's Original*** are returned to my attention as soon as possible. Should you have any questions concerning this matter, please feel free to contact this office.

Copies: County Attorney
Finance w/o doc.
File

ADDENDUM TO AGREEMENT

This Addendum to Agreement is made and entered into by MONROE COUNTY (COUNTY), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, and the State of Florida Department of Health (STATE) as the contracting agent for the Monroe County Health Department, a public agency of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040.

WHEREAS, the parties did enter into an agreement dated January 16, 2005, for the provision of core services for fiscal year 2004-2005; and

WHEREAS, the STATE has been allotted space in the newly renovated Roth Building, previously know as Old Mariner's Hospital; and

WHEREAS, the STATE provided an allocation in Exhibit V to the aforementioned contract to cover \$250,000 of its share of the cost of renovation; and

WHEREAS, the STATE now has no money to cover its share of the cost of renovation;

NOW THEREFORE, in consideration of the following mutual promises, the parties agree as follows:

1. Paragraph 4 of the agreement dated January 19, 2005, shall be revised to read as follows:

4. **FUNDING**. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed in Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$4,285,415 (*State General Revenue, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local*

contributions) as provided in Attachment II, Part II is an amount not to exceed \$417,575 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the Revenue attachment*).

- b. Overall expenditures will not exceed available funding or budget authority, whichever is less (*either current year or from surplus trust funds*) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributable to the CHD shall be reimbursed to COUNTY to cover its advance of the \$250,000 cost of renovating the Roth Building, and if any amount remains thereafter, that surplus shall be carried forward to the next contract period.
2. Paragraph 6.e. of the agreement dated January 19, 2005, shall be revised to read as follows:
 6. e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited to the County to the extent necessary to cover the \$250,000 advance of the costs to renovate the Roth Building space allotted to the Health Department. Any monies remaining thereafter shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and County based on the ratio of planned expenditures in the Core Contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.
3. Attachment IV and Attachment V of the agreement dated January 19, 2005, shall be revised to read as depicted in the

attachments IV and V, attached hereto and incorporated herein by reference.

4. The remaining terms of the Agreement entered January 19, 2005 , not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

Attest:
DANNY L. KOLHAGE, CLERK

By: *Isabel C. DeLantia*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Dixie M. Spehar*
Mayor Dixie M. Spehar

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Attest:

By: *Susana May MD*
M/P.H.
Susana May, M.D., M.P.H.
CHD Director/Administrator

By: _____
John O. Agwunobi, M.D., M.B.A.,

Secretary of the Department

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 6/03/05

ATTACHMENT IV

FACILITIES UTILIZED BY THE MONROE COUNTY HEALTH DEPARTMENT

Facility	Number of		Square	
Description	Location	Footage	Employees	
Owner				
GATO Building 42 Admin/Nursing/EnvHealth	1100 Simonton Street County Key West, FL 33040	8,691 s.f.		
Health Care Center Lease	1200 Kennedy Drive Key West, FL 33040	3,000 s.f.	9	
Roosevelt Sands Center 6 Lease	105 Olivia Street Key West, FL 33040	2,000 s.f.		
Ruth Ivins Center 9 for Public Health	3333 Overseas Highway County Marathon, FL 33050	5,000 s.f.		
Environmental Health Lease Monroe CHD	13367 Overseas Highway Marathon, FL 33050	1,250 s.f.	7	
Roth Building County	51 Highpoint Road Tavernier, FL 33070	5,000 s.f.	20	

ATTACHMENT V
MONROE COUNTY HEALTH DEPARTMENT
SPECIAL PROJECT SAVINGS PLAN

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2002-2003	\$ _____	\$ _____	\$ _____
2003-2004	\$ _____	\$ _____	\$ _____
2004-2005	\$ <u>150,000</u>	\$ _____	\$ <u>150,000</u>
2005-2006	\$ <u>250,00</u>	\$ _____	\$ <u>250,000</u>
2006-2007	\$ _____	\$ _____	\$ _____
PROJECT TOTAL	\$ <u>400,000</u>	\$ _____	\$ <u>400,000</u>

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT TITLE: Upper Keys CHD, Mariner's Hospital

LOCATION: 60 High Point Road, Plantation Key, Florida

CATEGORY: **NEW FACILITY** _____ **ROOFING**

_____ **RENOVCATION** X **PLANNING STUDY**

_____ **NEW ADDITION** _____

SQUARE FOOTAGE: 5,747

PROJECT SUMMARY: Construction and Renovation: site work, installation of utilities, landscaping, restoration of structural shell, new interior walls, doors, windows, hardware, carpet, vinyl, tile, plumbing and electrical. Furnishings and Equipment: medical equipment, office furnishings, filing systems, phone equipment and wiring, technology equipment and wiring, technology software.

ESTIMATED PROJECT INFORMATION:

START DATE (initial expenditure of funds) January -05

COMPLETION DATE: June-05

DESIGN FEES: \$ 2,700

CONSTRUCTION COSTS: \$ 250,000

FURNITURE/EQUIPMENT \$ 200,000

TOTAL PROJECT COST: \$ 452,700

COST PER SQ. FOOT: \$ 44.00